

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL AGREEMENT - SECOND PRIORITY LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Processing Company		11/03/2010	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative and Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2622122	
Registration Number:	1307418	NPC
Registration Number:	3072818	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY
Registration Number:	2119553	RETRIEVER PAYMENT SYSTEMS
Registration Number:	2142148	RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY
Registration Number:	3390710	NATIONAL PROCESSING COMPANY
Registration Number:	3809494	
Serial Number:	85161711	ANYCARD, ANYWHERE, ANYTIME
Serial Number:	85161702	ANYCARD, ANYTIME, ANYWHERE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-2222
 Email: jnull@stblaw.com
 Correspondent Name: Marcela Robledo

900177094

TRADEMARK
REEL: 004412 FRAME: 0332

OP \$240.00 2622122

Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 033917/0002

NAME OF SUBMITTER: J. Jason Mull

Signature: /J. Jason Mull/

Date: 11/10/2010

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This November 3, 2010, NATIONAL PROCESSING COMPANY, a Nebraska corporation ("*Debtor*") with its principal place of business and mailing address at 5100 Interchange Way, Louisville, Kentucky 40229, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, a Swiss bank (the "*Agent*"), with its mailing address at 11 Madison Avenue, New York, New York 10010, acting as administrative agent and collateral agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns, and grants to the Agent for the benefit of the Secured Parties a second priority lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have until the Termination Date for the benefit of the Secured Parties a continuing second priority lien on and security interest in, and right of set-off against, all right, title, and interest of such Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

(i) Each trademark, trademark registration, and trademark application owned by the Debtor, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, including those listed on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the prompt and complete payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Agent and the other debtors party thereto, as the same may be amended, restated, amended and restated or otherwise modified from time to time (the "*Security Agreement*"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Collateral Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Trademark Collateral Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement,

dated as of November 3, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Fifth Third Processing Solutions, LLC, Goldman Sachs Lending Partners LLC, as First Lien Collateral Agent and Credit Suisse AG, Cayman Islands Branch, as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Collateral Agreement, the terms of the Intercreditor Agreement shall govern and control.

THIS TRADEMARK COLLATERAL AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NATIONAL PROCESSING COMPANY, a Nebraska
corporation

By: 

Name: Mark Heimbouch

Title: Chief Financial Officer


[Signature Page to Second Lien Trademark Collateral Agreement - NPC]

TRADEMARK
REEL: 004412 FRAME: 0336

Accepted and agreed to as of the date and year last above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
a Swiss bank, as Agent

By: 
Name: Nupur Kumar
Title: Vice President

By: 
Name: VIPUL DHADDA
Title: ASSOCIATE

[Signature Page to Trademark Collateral Agreement Second Lien - NPC]

TRADEMARK
REEL: 004412 FRAME: 0337

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
U.S. TRADEMARK REGISTRATION NUMBERS**

Title	Reg. No./ App. No.
DESIGN ONLY	2,622,122
NPC	1,307,418
RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY AND DESIGN	3,072,818
RETRIEVER PAYMENT SYSTEMS	2,119,553
RETRIEVER AMERICA'S PAYMENT SYSTEMS AUTHORITY	2,142,148
NATIONAL PROCESSING COMPANY	3,390,710
DESIGN ONLY	3,809,494
ANYCARD, ANYWHERE, ANYTIME	85/161,711
ANYCARD, ANYTIME, ANYWHERE	85/161,702